BRADLEY ARANT BOULT CUMMINGS LLP **First Quarter 2013**

CONSTRUCTION AND PROCUREMENT LAW NEWS

Recent federal, state, and local developments of interest, prepared by the firm's Construction and Procurement Group:

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Significant Commercial General Liability ("CGL") Insurance Changes on the Horizon

On April 1, 2013, the Insurance Services Office, Inc. ("ISO") will introduce some significant changes to standard Commercial General Liability ("CGL") forms and endorsements. This is particularly important to the construction industry where CGL coverage still remains a key component of risk management and transfer.

First, many significant changes relate to Additional Insured ("AI") coverage. There are three changes to the standard AI endorsement that are particularly noteworthy: (1) ISO is adding language that should eliminate prior confusion over whether an AI must have privity of contract with the named insured in order to obtain coverage; (2) ISO is adding language related to the application of anti-indemnity statutes to insurance requirements in contracts, and it appears ISO is seeking to clarify that anti-indemnity statutes should not affect parties' ability to transfer risk through insurance; (3) ISO is adding language in an attempt to clarify that the insurance limits available to the AI should be tailored to the underlying contract requirements and not necessarily connected to the limits stated for the named insured in the policy declarations. These changes could have a major impact on the meaningful use of additional insured requirements in construction contracts.

Second, ISO is amending the "other insurance" clause, which typically pushes the primary risk for any loss to other available insurers. The new language should clarify that when a party is seeking coverage under its own policy as a named insured and under another's policy as an additional insured, the additional insured's coverage should have primary responsibility for providing a defense and indemnity for any claim.

Inside:

This has always been the intent, but ambiguities in the "other insurance" language of some policy forms has led to ongoing debate on this point.

Third, ISO is revising the definition of "insured contract" in the policies to confirm that assumed tort liability must be caused in whole or in part by the named insured. This will be significant to parties that agree by contract to indemnify others without regard to ultimate responsibility. Historically, one route to coverage related to such indemnity agreements was through the "insured contract" exception to the "contractual liability" exclusion in the CGL policy. All parties now need to recognize that under this new language, this typical route to coverage may no longer be available if the named insured (the indemnifying party) is not even a partial cause of the damage.

The ultimate significance of these changes will not be known until parties and courts have had opportunity to apply and interpret them in response to real losses. For now, these changes further illustrate the need for all parties to carefully consider (including consultation with insurance brokers and agents) the actual terms of any insurance policies that may satisfy the insurance requirements in a construction contract. Once a coverage dispute develops, the language in the as-issued insurance policy will almost always control, regardless of any contrary intent or understanding by the party seeking coverage. The time for clarification is before the project begins, or at the time these changes are issued to your company as a renewal amendment of an existing policy, not after coverage is needed to respond to a lawsuit.

By Alex Purvis

New Tax Court Decision Highlights Need for Construction Contractors to Consider Expanded IRS Voluntary Worker Classification Settlement Program

For years, the question of whether construction workers should be treated as employees or independent contractors has been an important issue that many contractors have overlooked or chosen to ignore. However, a recent U.S. Tax Court decision highlights the need for construction contractors to focus on how they classify their workers for employment tax purposes.

The taxpayer in *Kurek v. Commissioner* was a sole proprietor who worked as the general contractor in renovating home interiors. During the tax year at issue, the taxpayer hired approximately 30 workers to assist him on various home renovation jobs. None of the workers worked full time for the taxpayer, and he paid them on a project-by-project basis. He paid each worker a weekly flat fee based on the percentage of work completed on a particular job. The workers set their own hours and work schedules. The taxpayer supervised the workers' progress on a project and was at the worksite once a day or once every other day. Although the taxpayer permitted the workers to work simultaneously on other projects with him or with other construction groups, he would replace workers if a deadline was approaching or if a worker was holding up a job.

The workers brought their own sets of small tools, worth around $1,000, to the worksites. The taxpayer did not reimburse the workers for those tools, but he did buy or rent all larger tools, which he left at the worksites. He also purchased materials needed for the projects, and the homeowners would reimburse him. Occasionally, workers purchased lightweight materials as needed during the project, and the taxpayer would reimburse them.

The taxpayer did not offer any employee benefits nor did the workers sign an independent contractor agreement. He did not carry unemployment insurance or workers' compensation insurance for the workers. Most importantly, the taxpayer did not issue Forms 1099-MISC or Forms W-2 to any of the workers for the tax year at issue. Following an employment tax audit, the IRS determined that the workers were the taxpayer's employees and that he should have paid Federal Insurance Contributions Act (FICA) and Federal Unemployment Tax Act (FUTA) taxes, as well as income tax withholdings on the workers' wages. The taxpayer appealed the IRS's determination to the U.S. Tax Court.

Whether a worker is an employee or an independent contractor is a factual question. In short, the right of the principal to exercise control over the agent, whether or not the principal in fact does so, is the "crucial test" for the existence of an employer-employee relationship. Under the common law, an employer-employee relationship exists when the principal has the right to control and direct the service provider regarding the result and how the result is to be accomplished. The

principal need not actually direct or control the manner in which the services are performed; the principal need only have the right to do so.

Despite the presence of several factors in favor of independent contractor status, the Tax Court concluded that the workers should be classified as the taxpayer's employees because the taxpayer failed to prove that he did not have control over the workers. Although the workers set their own hours and provided their own small tools, the taxpayer set deadlines and monitored their work, visiting the worksite daily or every other day. The Tax Court found it important that the taxpayer: (1) had the ultimate authority in instructing the workers as to their job responsibilities, (2) had the right to approve the quality of their work, and (3) paid them weekly rather than at the end of the project. Moreover, only the taxpayer communicated with the homeowners, and he alone was responsible for the success or failure of the projects. The Court also held that the taxpayer did not qualify for alternate relief otherwise available under Section 530 because he did not file Forms 1099 for any of the workers, which is a critical element of that statutory safe harbor. This case highlights the importance of properly classifying workers and of completing the proper paperwork to satisfy tax code requirements.

The IRS recently announced that it has expanded its Voluntary Classification Settlement Program (VCSP) to allow more taxpayers to reclassify their workers as employees for future tax periods. The VCSP offers substantial relief from federal payroll taxes to eligible employers who have been treating their workers (or a class or group of workers) as independent contractors or otherwise as nonemployees and now wish to begin treating them as employees. A significant caveat about how one approaches the reclassification: as an exclusively federal tax program, VCSP can provide no shelter with regard to possible problems with various state and local authorities. Those authorities apply their own standards for determining employee status, which may differ substantially from federal tax standards. Thus, the VCSP does not affect state payroll tax, state unemployement insurance tax, or workers' compensation obligations.

Under the expanded VCSP program, employers under IRS audit (other than an employment tax audit) can still qualify for the VCSP. To be eligible to participate in the VCSP, an employer must currently be treating workers as nonemployees; consistently have treated the workers in the past as nonemployees, including having filed any required Forms 1099 (see below for a special limited-time exception to this requirement); and not be currently under audit on payroll tax issues by the IRS or on worker classification issues by the Department of Labor or a state agency.

Normally, employers are barred from the VCSP if they failed for the past three years to file required Forms 1099 for the workers they are seeking to reclassify. However, the IRS is waiving this eligibility requirement for taxpayers who come forward *before June 30, 2013*. Contractors not previously eligible for the VCSP due to their failure to file Forms 1099 should decide quickly whether to take advantage of this brief window of opportunity to clean up their worker classification practices before they find themselves in the same boat as the general contractor in *Kurek*.

Employers can apply for the program by filing Form 8952, Application for Voluntary Classification Settlement Program, at least 60 days before they want to begin treating the workers as employees. Employers accepted into the program will generally pay an amount effectively equaling just over one percent of the wages paid to the reclassified workers for the past year. No interest or penalties will be due, and the employers will not be audited on payroll taxes related to these workers for prior years.

Employers accepted into the program no longer will be subject to a special six-year statute of limitations on such reclassifications; instead, they will come under the three-year statute that usually applies to payroll taxes. Employers that failed to file Forms 1099 may also apply for the temporary relief program, but they likely will pay a slightly higher amount (including some penalties) and will need to file any unfiled Forms 1099 for the workers they are seeking to reclassify as employees.

If you have any questions regarding worker classification issues, or if you are interested in participating in the IRS VCSP, feel free to contact your lawyer or lawyers in our BABC Tax Practice Group.

By Jim Archibald, Bruce P. Ely, Stuart J. Frentz, and William T. Thistle, II

Contractors Whose Bids are Improperly Rejected as Nonresponsive on Federal Contracts are Not without Recourse

The U.S. Government Accountability Office ("GAO") recently sustained a construction contractor's bid protest after it determined that the procuring agency's rejection of the contractor's bid as non-responsive was unreasonable. This case, *W.B. Construction and Sons, Inc*., is noteworthy because it illustrates that contractors whose bids are improperly rejected by procuring agencies are not without recourse.

In *W.B. Construction*, the procuring agency rejected the contractor's bid submitted in response to the invitation for bids ("IFB") because the contractor failed to provide the price for one of many line items included in the bid schedule and because, in the agency's view, the bid was "materially unbalanced." The contractor argued that its omission of the price for the line item was immaterial and should be waived as a "minor informality" under GAO case law. In addition, the protester argued that, even if its proposed prices were "materially unbalanced," this should not render its bid nonresponsive because the agency did not determine that this lack of balance in the contractor's pricing posed an "unacceptable risk" in accordance with Federal Acquisition Regulation ("FAR") 15.404-1(g).

The GAO concluded that the agency's rejection of the contractor's bid as nonresponsive was unreasonable. Specifically, GAO concluded that rejection of the bid for failing to provide the price for one of many line items in the bid schedule was improper because the item for which the price was omitted was divisible from the IFB's overall requirements, was *de minimis* as to total cost, and would not affect the competitive standing of the other bidders. In other words, the omission should have been waived as a minor informality. In addition, the GAO concluded that rejection of the bid as "materially unbalanced" was improper because the agency failed to conduct a risk analysis to determine whether the contractor's unbalanced bid posed an unacceptable risk to the government, as required by FAR 15.404-1(g).

Given its conclusions, the GAO recommended that the agency re-evaluate the contractor's bid to determine if the lack of balance in its bid posed an unacceptable risk to the government. If the agency determined that the lack of balance did not pose an unacceptable risk, the GAO instructed the agency to waive the omission of the one line item price as a "minor informality," and to award the contract to the contractor. This noteworthy result illustrates that the bid protest process remains available to contractors whose bids are improperly rejected by procuring agencies. If you believe that your bid has been improperly rejected, be sure to contact your lawyer immediately, because the bid protest process contains short deadlines which can trap the unwary bidder.

By Aron C. Beezley

The Eroding Protection of the Limited Liability Company in South Carolina

South Carolina limited liability contractors should take heed of a recent decision by the Supreme Court of South Carolina in *16 Jade Street, LLC v. R. Design Construction Co., LLC,* in which the Court allowed an individual member of a limited liability company to be held personally liable for negligent construction performed by the LLC under his direct supervision.

This case involved the construction of a condominium project located in Beaufort, South Carolina. The general contractor for the project was R. Design Construction Co., LLC (the "General Contractor"), a limited liability company with only two members, Carl Aten, Jr. and his wife. Mr. Aten was also the license holder and qualifier for the General Contractor.

The General Contractor commenced work on the project under the direct on-site supervision of Mr. Aten, but quickly was confronted with alleged construction defects. Despite consultations with the engineer and assurances to the owner, the General Contractor did not correct the alleged defects identified by the engineer. Eventually, the General Contractor abandoned the project. The owner hired a replacement general contractor to complete the project. Upon beginning work, the replacement contractor and engineer identified over 60 individual defects in the work performed by the General Contractor.

As a result of the defective construction on the project, the owner sued the General Contractor for breach of contract and Mr. Aten, individually, for negligence. The claim against Mr. Aten centered on the fact that he was the individual responsible for on-site

supervision of the work performed by the General Contractor and its subcontractors. Despite statutory language that appears to shield individual members of an LLC from personal liability for work performed on behalf of the LLC, the trial court found that Mr. Aten was individually liable for the defective construction performed by the limited liability company under his supervision. The Supreme Court of South Carolina confirmed the decision to hold Mr. Aten individually liable because he personally supervised the construction, and did so in a negligent manner. The Supreme Court's rationale was further highlighted by its explicit finding that Mr. Aten's wife, the other member of the LLC, was not individually liable for the defective work since she did not have any personal involvement in the supervision of the construction.

In reaching its decision, the Supreme Court of South Carolina relied heavily on similar decisions regarding individual liability from a multitude of other jurisdictions across the nation, suggesting that the danger of personal liability for negligent supervision of construction exists outside South Carolina.

Individuals that personally supervise the work of their limited liability company should take note of this decision, regardless of the jurisdiction in which the LLC is formed or works. The general protections against individual liability previously provided by the structure of an LLC may not protect individual members of an LLC if the individuals are personally involved in the performance and supervision of the work.

By Ryan Beaver

Don't Poke the Bear—A Reminder Regarding Environmental Regulations

Many articles in this newsletter and in recent construction industry publications have noted an increase in federal and state stormwater pollution enforcement actions. Non-point source pollution is a contractor's single most prevalent, though not necessarily the most severe, environmental risk. The Environmental Protection Agency ("EPA") has made violations of the stormwater regulations an enforcement priority. Simply put, if you haven't learned the rules in this area, learn them now. Violation of these rules can result in significant penalties, including jail time for aggravated misconduct.

A recent case from the Western District of Washington reminds owners and contractors of the need to heed applicable environmental regulations. The case is exceptional for the contractor's blatant disregard of applicable regulations, but it is a healthy reminder to all contractors to obey environmental regulations.

In *United States v. Stowe,* a contractor and its president pled guilty to knowing and intentional stormwater violations. The contractor's actions led to a six-month jail sentence (with an additional one-year supervised release) and a $300,000 fine for the president (the corporation was assessed a separate $350,000 fine). Violations included:

1. Exceeding a clearing permit's area limits by 300%;
2. Vastly exceeding the amount of discharge (more than 200% of the standard) allowed;
3. Failing to respond or offer remediation for violations found in seven different inspections;
4. Avoiding a detention pond by piping stormwater directly into a creek;
5. Precipitating three landslides closing two highways (one of the two closures lasted a week); and
6. Joining in or ordering falsification of reports to the government.

While any one of these actions could lead to trouble, the combination of these violations unsurprisingly brought about swift response from the EPA. The severity of these violations reminds me of the old maxim – "Don't poke the bear" – meaning that you shouldn't give someone in authority even more interest in you by acting like a jerk. The same principle applies to everyday operations that carry potential criminal sanctions, such as stormwater violations.

Contractors often, many times with good reason, complain about federal overreach in regulations. However, the contractor here asked for trouble, and it got it. What is the lesson to a responsible business, which would certainly never allow violations of this severity? One mistake leads to another. Good companies can slip into serious violations by allowing, and then covering up, rule-breaking. Consult your lawyer, or one of us listed on the back cover, if you have a question

about environmental regulations and compliance at the national, state, or local level.

By Jonathan Head

Third-party Liability of Design Professionals in California Residential Construction

The potential for third party tort liability remains an ongoing concern for design professionals, a concern that was driven home in the recent California case, *Beacon Residential Community Association v. Skidmore, Owings and Merrill LLP*. In that case, a California Court of Appeal held that design professionals could be sued by a third party homeowners association ("HOA") for negligent design defects.

The HOA alleged multiple defects in the project caused by negligent architectural and engineering design. The design professionals sought dismissal of these claims, arguing that they owed no duty of care to the third party HOA. The design professionals claimed that the owner of the development had exercised control over the design specifications. The trial court agreed, and the HOA appealed.

On appeal, the California Court of Appeal reversed the trial court's decision and reinstated the HOA's claims. The Court concluded that the foreseeability of harm to the HOA and other policy considerations created a third party duty of care. Specifically, the Court balanced and analyzed the following six factors to determine that a duty of care existed:

(1) The extent to which the transaction was intended to affect the plaintiff;

(2) The foreseeability of harm to him or her;

(3) The degree of certainty that the plaintiff suffered injury;

(4) The closeness of the connection between the defendant's conduct and the injury suffered;

(5) The moral blame attached to the defendant's conduct; and

(6) The policy of preventing future harm.

Addressing these factors, the Court found that (1) the design professionals were aware of the impact defective designs would have on third party home purchasers, (2) the licensing requirements of the design industry signal the critical nature of design in the construction of projects such that the impacts of defective design on third parties should have been foreseeable, (3) if true, the alleged design defects were certain to lead to damage to the HOA, (4) the construction defects alleged were clearly linked to defective design regardless of other contributing factors, (5) substantial moral blame could be attributed to the design defects insofar as they resulted in the alleged defects which resulted in "life safety hazards," and (6) public policy concerns favored protection of unsophisticated homebuyers with a limited ability to discern potential defects at the point of purchase over knowledgeable design professionals with a greater ability to effectively distribute loss. Given that each of the six prongs of the analysis supported the imposition of liability, the Court concluded that the design firms owed a duty of care to the third party HOA.

The Court also relied on the recent passage of California Senate Bill No. 800 to buffer its determination that the design firms could be liable to a third party. This bill provides standards for residential housing construction, defining what constitutes a defect in construction. The text of the bill includes design professionals as parties that may be held liable for the negligent violation of the applicable construction standards described. Further, the Court gleaned from the bill's legislative history that the Legislature intended to assign liability to negligent design professionals for defects which resulted in damages to third parties. The court concluded that, even if its policy analysis of the six factors discussed above had not been conclusive, the plain language and legislative history of the bill confirmed that design professionals can owe a duty of care to third party purchasers in residential construction.

This case demonstrates that design professionals may owe a duty of care to third party purchasers for defects in the design. The case provides a potential avenue for third parties to recover damages for design defects, and reiterates the need for design professionals to maintain adequate insurance coverage over their design.

By Aman Kahlon

Economic Loss Rule Bars Condominium Homeowners Association's Claim for Negligence against Contractor

In *Long Trail House Condominium Association v. Engelberth Construction, Inc.*, the Vermont Supreme Court held that the economic loss rule barred a condominium owners association's claim of negligence against a contractor despite a lack of privity of contract between the two parties.

This case involved the allegedly deficient construction of a condominium complex known as the Long Trail House Condominium project. Stratton Corporation (the "Owner") and Engelberth Construction (the "General Contractor") entered into a standard form agreement for construction of the condominiums. After the completion of the project, the Long Trail House Condominium Association ("Association") notified the Owner and General Contractor of defects at the condominiums. The Owner and the Association entered into a settlement agreement and release of claims, where the Owner paid the Association over $7 million for the design and construction defects. The Owner then filed suit against the General Contractor for these damages.

After its settlement with the Owner, the Association hired a repair contractor to repair the defects. This repair cost approximately $1.5 million more than the Association received in the settlement from the Owner. The Association sued the General Contractor on a negligence theory for the repair costs. The General Contractor moved for summary judgment based on the economic loss rule, which limits the damages contractual parties can recover to those arising out of the contract (as opposed to arising out of tort). The trial court granted its motion, despite the lack of contractual privity between the Association and the General Contractor. The Association appealed. The Vermont Supreme Court agreed with the trial court, upholding dismissal of the Association's claim.

The Court found that despite the lack of a direct contractual relationship with the General Contractor, the Association's damages were contractual in nature. In the Court's view, reductions in value or costs of repairs from construction defects are contractual in nature. The Court further highlighted the fact that the Association had already recovered over $7 million from the Owner for these defects based on a breach of contract action, and noted that the Owner had an ongoing action against the General Contractor for these same damages. The Court therefore dismissed the Association's negligence claim.

The Court rejected the Association's argument that contractual privity was required before the economic loss rule could be applied. While the Court acknowledged that recovery for purely economic loss due to construction defects was possible in tort cases, it noted that a special relationship was required between the parties to create a cognizable duty between them. The Court found no such duty existed between the General Contractor and the Association which would entitle the Association to purely economic damages.

The Court's ruling in this case may have been influenced by the fact that both the Owner and Association were suing the General Contractor for similar damages. However, it is a good reminder that most construction disputes are contract disputes, and will be governed by the terms of the contract between the parties. The economic loss rule is a method courts in some jurisdictions use to ensure that parties' disputes are decided pursuant to contractual agreements.

By Bethany Tarpley

Bradley Arant Lawyer Activities:

U.S. News recently released its "Best Law Firms" rankings for 2013. **BABC's Construction Practice Group** received a Tier One National ranking, the highest awarded, in both Construction Law and Construction Litigation. The Birmingham, Nashville, Jackson, and Washington, D.C. offices received similar recognition in the metropolitan rankings.

Jim Archibald, Axel Bolvig, Rick Humbracht, Russ Morgan, David Pugh, and **Mabry Rogers** were recognized by *Best Lawyers in America* in the category of Litigation - Construction for 2013.

Axel Bolvig, **Ralph Germany**, **David Owen**, **Doug Patin**, **David Pugh**, **Bill Purdy**, **Mabry Rogers, Wally Sears,** and **David Taylor** were recognized by *Best Lawyers in America* in the area of Construction Law for 2013.

Mabry Rogers and **David Taylor** were also recognized by *Best Lawyers in America* in the areas of Arbitration and Mediation for 2013.

David Owen was recognized by *Best Lawyers in America* as the "Lawyer of the Year" for Construction Law in Birmingham for 2013.

Jonathan Head recently attended LegalTech New York, the largest national trade show for lawyers doing electronic discovery, and the service and product suppliers that support them.

David Taylor recently became the Chair of the Tennessee Association of Construction Counsel for 2013.

Russ Morgan was recently featured in the "Q&A Keys to successful crisis communications" in the NashvilleBizBlog. Russ was interviewed after a recent seminar entitled "Crisis Communications In a Word of Instant Media."

Aron Beezley authored an article in January 2013 for the Bloomberg BNA Federal Contracts Report entitled "Recent Court of Federal Clams Bid Protest Decision Highlights Little-Known Issues That Exist When Contracting With The U.S. Postal Service".

Ryan Beaver and **Monica Wilson** co-authored an article for Construction Executive magazine entitled "Contractual Modifications for a Changing Marketplace".

Eric Frechtel, **Steven Pozefsky** and **Aron Beezley** published an article in *Federal Construction Magazine* on the U.S. Small Business Administration's ("SBA") Office of Inspector General's recent report on the SBA's Mentor-Protégé Program.

Michael Knapp, **Ryan Beaver**, **Brian Rowlson**, **James Warmoth** and **Monica Wilson** recently attended the Associated Builders and Contractors (ABC) Carolinas Construction Conference in Wilmington, NC. BABC's Charlotte office was recognized as the ABC Carolinas "Associate Member of the Year" for 2012.

BABC's Nashville Office hosted the Pulte Summit for national homebuilder PulteGroup on November 13-15.

Eric Frechtel recently taught a seminar at the Mechanical Contractors Association of America's Advanced Institute for Project Management in Austin, Texas.

David Pugh moderated a panel of speakers on the topic of Trends in Major Land Development at the ABC BizCon Business Development Conference in Ft. Lauderdale on February 19-20. David was also recently appointed to serve a two year term on the ABC's National Board of Directors.

David Taylor recently spoke in Phoenix, Arizona to the National Meeting of the Construction Specifications Institute (CSI) on "Allowances and Owner Contingencies".

Eric Frechtel, **Steve Pozefsky**, and **Aron Beezley** authored an article entitled "The Gutting of The Veterans First Contracting Program?" for the January/February 2013 edition of Federal Construction Magazine.

David Taylor spoke to the construction/production team at the Hemlock Semiconductor plant in Clarksville, Tennessee on "Tennessee Lien and Licensing Laws" on October 23.

Jim Archibald, Axel Bolvig, Ralph Germany, **Doug Patin**, **Bill Purdy**, **Mabry Rogers**, **Wally Sears**, **Bob Symon** and **David Taylor** were named *Super Lawyers* for 2013 in the area of Construction, Real Estate, and Environmental Law.

Eric Frechtel, **Steven Pozefsky**, and **Aron Beezley** have written for the February/March 2013 issue of *Federal Construction Magazine* an article on key small business provisions of the National Defense Authorization Act of 2013.

Chambers annually ranks lawyers in bands from 1-6, with 1 being best, in specific areas of law, based on in-depth client interviews. **Bill Purdy** and **Mabry Rogers** are in Band One in *Litigation: Construction*. **Doug Patin** was ranked in Band Two and **Bob Symon** in Band Three, both in the area of *Construction*.

It is with mixed emotions that we report that Joel Brown has decided to accept a very exciting new position working in-house with one of our long-time construction clients. We wish Joel the best, and are delighted to continue to work with him in his new endeavor.

For more information on any of these activities or speaking engagements, please contact Terri Lawson at 205-521-8210.

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The lawyers at Bradley Arant Boult Cummings LLP, including those who practice in the construction and procurement fields of law, monitor the law and regulations and note new developments as part of their practice. This newsletter is part of their attempt to inform their readers about significant current events, recent developments in the law and their implications. *Receipt of this newsletter is not intended to, and does not, create an attorney-client, or any other, relationship, duty or obligation.*

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2013 Construction Seminar: Getting Paid on a Construction Project

Please choose a location and date most convenient to you:

May 3	May 17	May 24	May 31
Birmingham, AL	**Nashville, TN**	**Jackson, MS**	**Charlotte, NC**
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1819 Fifth Ave. North	Suite 700	Suite 400	121 West Trade St.
Birmingham, AL 35203	Nashville, TN 37203	Jackson, MS 39201	Charlotte, NC 28202

Summary

A complimentary seminar hosted by the Construction Lawyers of Bradley Arant Boult Cummings LLP on critical information everyone in the construction industry needs to know:

- Key Payment Contract Clauses
- Insurance and P&P Bond Claims
- Mechanics Lien Claims
- Top 10 Payment Mistakes Made

Schedule

7:30 a.m. to 8:00 a.m.	Registration & Breakfast
8:00 a.m. to 10:30 a.m.	Program: Part 1
10:30 a.m. to 10:45 a.m.	Break
10:45 a.m. to 11:45 a.m.	Program: Part 2
11:45 a.m. to 12:00 p.m.	Question & Answer

Who Should Attend?

- Project Managers
- Project Engineers
- Superintendents
- Contract Administrators
- Owners
- Architects
- Engineers
- Subcontractors
- Suppliers

To confirm your attendance please e-mail rsvp@babc.com no later than one week prior to the event.

Seating is limited.

No representation is made that the quality of legal services performed is greater than the quality of legal services performed by other lawyers

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If you have any comments or suggestions, please complete the appropriate part of this section of the *Construction & Procurement Law News* and return it to us by folding and stapling this page which is preaddressed.

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